

AG Contract No : KR02-1845
ADOT ECS File No : JPA 02-009
Project No : BR-PPN-0(30)A
TRACS No : SB369 01C
Project: Bechtel Rd Bridge Replacement

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY

THIS AGREEMENT is entered into 18th February, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PINAL COUNTY acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1 The State is empowered by Arizona Revised Statutes Section 11-951 and 28-334 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2 The County is empowered by Arizona Revised Statutes Section 11-251 and 11-951 et seq. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County

3 Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings

4 Such project within the boundary of the County has been selected by the County, the field survey of the project has been completed, and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

5 The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6 The County, in order to obtain federal funds for the construction of the project, shall provide County funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA, including actual construction engineering and administration costs (CE).

NO. 25813
Filed with the Secretary of State
Date Filed: 02/18/03

Janice K. Brewer
Secretary of State

By: Vicky V. Greenwald

7. The work embraced in this agreement is the replacement of the Bechtel Rd Bridge and the estimated costs are as follows:

Estimated Subtotal Construction Cost(incl. 15% CE Cost)	\$427,274.00
*5% Surcharge of Construction Cost	<u>\$ 21,364.00</u>
Estimated Total Construction Cost	\$448,638.00
Federal-aid funds @ 80%	\$358,910.00
Pinal County Funds @ 20%	<u>\$ 89,728.00</u>

*A five percent surcharge is added per Local Government Engineer Memo of April 4, 1994.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction, the County shall and does hereby designate the State as authorized agent for the County. The State hereby agrees to be authorized agent for the County, and with the aid and consent of the County and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of the County and the FHWA, enter into a contract with a firm on behalf of the County to whom the award is made for the construction of the project; such project to be performed, completed, accepted and paid for in accordance with the instructions and requirements of the County and the Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation. The State shall enter into a Project Agreement with FHWA on behalf of the County covering the work embraced in said construction contract and shall request the maximum federal funds available, including construction engineering and administration costs. Should costs exceed the maximum federal funds available, it is understood and agreed that the County shall be responsible for any overage.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the County shall be obligated to incur and shall pay for said increased costs.

2. Prior to the solicitation of bids, the County shall deposit funds with the State in the amount determined to be necessary to match federal funds in the ratio required.

3. The County shall acquire the necessary right-of-way and hereby certifies that all necessary rights-of-way have been or shall be acquired prior to advertisement for bid.

4. The County shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been or shall be removed there from, prior to the start of construction.

5. The County shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.

6. Upon completion of construction, the County shall provide for, at its own costs and as an annual item in its budget, proper maintenance, including, but not limited to, traffic signals, signs, islands curbs and markings necessary for the purpose of regulating, warning and guiding traffic, all in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

2. The cost of the design, construction and construction engineering work covered by this agreement is to be borne by FHWA and County, each in the proportion prescribed or as fixed and determined by the FHWA as stipulated in this agreement. Therefore, County agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual, unless assumed by another entity.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue – Mail Drop 616E
Phoenix, AZ 85007
FAX (602-712-7424)

Pinal County
County Manager
P.O. Box 827
Florence, AZ 85232

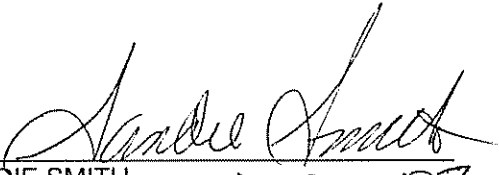
9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY

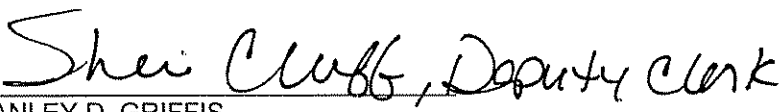
STATE OF ARIZONA

Department of Transportation

By 
SANDIE SMITH
Chairman of the Board 1-22-03

By 
SUSAN TELLEZ
Contract Administrator

ATTEST:

By 
STANLEY D. GRIFFIS
County Clerk

When recorded return to:
The Clerk of the Board of Supervisors
Pinal County Board of Supervisors
P O Box 827
Florence, AZ 85232

RESOLUTION NO. 12203-JPA-02-009

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS
AUTHORIZING PINAL COUNTY TO ENTER INTO INTERGOVERNMENTAL
AGREEMENT JPA 02-009 WITH THE STATE OF ARIZONA, ACTING BY AND
THROUGH ITS DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE
OF DEFINING RESPONSIBILITIES FOR THE CONSTRUCTION OF THE
BECHTEL ROAD BRIDGE REPLACEMENT PROJECT IN AN
UNINCORPORATED AREA OF PINAL COUNTY.**

WHEREAS, Pinal County is empowered by A.R.S. §11-251 and §11-951 et seq. to enter into Intergovernmental Agreement JPA 02-009; and,

WHEREAS, Congress has authorized appropriations through the Federal Highway Administration (FHWA) for the replacement of bridges; and,

WHEREAS, Pinal County, in order to obtain federal funds for the construction of the project, is willing to provide County funds in the amount of \$89,728.00 or 20% of the total project construction costs to match federal funds in the amount of \$358,910.00 or 80% of the total project construction costs or as finally fixed and determined by the County and FHWA; and,

WHEREAS, it is in the best interests of the welfare and safety of the citizens of Pinal County to enter into Intergovernmental Agreement JPA 02-009.

THEREFORE, BE IT RESOLVED: Pinal County is hereby authorized to enter into Intergovernmental Agreement JPA 02-009 with the State of Arizona, by and through its Department of Transportation, for the construction of the Bechtel Road Bridge Replacement project.

PASSED AND ADOPTED this 22nd day of January, 2003,
by the PINAL COUNTY BOARD OF SUPERVISORS.

Andrew Smith
Chairman of the Board

ATTEST:

Shen Cluff
Clerk of the Board

JPA 02-009

APPROVAL OF THE PINAL COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the PINAL COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the ^{COUNTY} City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 10th day of January, 2007.³

[Signature]
Deputy County Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-1845TRN (JPA 02-009), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED February 11, 2003.

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section